

**Docket DTE 03-60**  
**AT&T's Proposed Changes to Draft Protective Order**

AT&T proposes that the following changes be made to the draft protective order under consideration in this proceeding.

Para. 1: Add a clarification to the end of the second sentence, as follows:  
“Except with the prior written consent of the participant originally designating the information as confidential, or as hereinafter provided under this Order, no Confidential Information may be disclosed to any person, **except as permitted under paragraph 3.**”

Para 3(b): We propose that paragraph 3(b) be deleted. With the tight timeframe of this proceeding, strict compliance with paragraph 3(b) as proposed would be very cumbersome and burdensome. Parties are adequately protected against misuse of information by paragraph 1, which among other things specifies that “No person accorded access to any Confidential Information shall use such information for any purpose other than the purpose of preparation for and conduct of this proceeding and related proceedings, as contemplated herein.”

Para. 4: At the end of the last sentence, delete the words “after inspection.” Parties should be able to get copies of voluminous discovery responses without prior inspection if they choose. At times it is more efficient to get a copy of voluminous materials and send them to a location where they can be reviewed than to bring a reviewer to some location in Boston.

Para. 6: We propose that paragraph 6 be deleted. Protective agreements in DTE proceedings typically do not permit such a restriction, in part because it is usually unworkable where a party's representatives may be in different locations and unable to work off of a single copy. Given the protections afforded by paragraph 1, there should be no need to make it harder for a party to work efficiently and effectively by prohibiting copying.

Para. 7(b): We propose that paragraph 7(b) be deleted, and that the other subparagraphs within paragraph 7 be renumbered accordingly. Paragraph 7(a) already ensures that Confidential Information offered into evidence will be accepted under seal and not be included in the public record. Given this protection, the requirements of paragraph 7(b) are unnecessary, and would pose an unnecessary burden to participants.

Para. 16: We propose that paragraph 16 be deleted. Compliance with such a provision can be surprisingly expensive and burdensome. Paragraph 13 already specifies that the obligation to maintain the confidentiality of Confidential Information will not terminate at the end of the proceeding. Given that, and given the fact that carrier-specific data rapidly becomes stale (as reflected in prior Department orders limiting the amount of time during which information submitted to the Department will be kept confidential), it should not be necessary for parties to incur additional expense after the proceeding is complete to destroy Confidential Information.